



ARB-535-2023 (O&M)

-1-

**IN THE HIGH COURT OF PUNJAB AND HARYANA
AT CHANDIGARH**

260

ARB-535-2023 (O&M)
Date of Decision: 29.08.2024

M/s Tarun Mathur

...Applicant

Versus

Haryana State Road & Bridges Development Corporation Limited

...Respondent

CORAM: HON'BLE MR. JUSTICE JAGMOHAN BANSAL

Present: - Mr. Inderjit Kaushal, Advocate for the applicant

Mr. P.S. Rana, Advocate for the respondent

JAGMOHAN BANSAL, J. (Oral)

1. Through instant application under Section 11(6) of the Arbitration and Conciliation Act, 1996 (for short '**1996 Act**'), the applicant is seeking appointment of an Arbitrator.
2. Reply filed by the respondent is taken on record. Registry is directed to tag the same at an appropriate place.
3. The applicant was allotted contract by the respondent. Thereafter, an agreement dated 04.02.2011 (Annexure P-2) was executed between the parties. There is an arbitration clause in the aforesaid agreement. The execution of agreement, arbitration clause in the agreement and service of notice under Section 21 of 1996 Act is not disputed.



4. Learned counsel for the respondent submits that as per Clause 14 of the agreement, at the first instance, the applicant was duty bound to approach the employer i.e., Executive Director which the applicant did not, thus, this Court should not make appointment of an Arbitrator.

5. Learned counsel for the applicant submits that the applicant vide communication dated 30.05.2023 (Annexure P-4) approached the Managing Director of the respondent-corporation who is head of the institution. No reply was received from the corporation which compelled it to invoke the arbitration clause.

6. On the asking of Court, learned counsel for the respondent confirms that the applicant was bound to approach the Executive Director instead of any other officer/authority. The applicant, concededly, had approached Managing Director and no reply or objection was sent from its office. He, concededly, is head of the institution, thus, it would be too technical to hold that the applicant has not complied with pre-arbitral condition.

7. Conditions to invoke power conferred by Section 11(6) of 1996 Act stand satisfied, thus, I hereby appoint a sole Arbitrator to adjudicate the dispute between the parties.

8. Mr. Mahendar Singh, Additional District & Sessions Judge (Retd.), residing at House No.GL-195, TDI Smart City, Sector 118, Mohali-



ARB-535-2023 (O&M)

-3-

160055 Mobile No.9467001234 & 8398873456 is hereby appointed as a Sole Arbitrator to adjudicate the dispute between the parties, subject to compliance of statutory requirements. The learned Arbitrator is requested to comply with mandate of Section 12 of 1996 Act before proceeding further.

9. Parties are directed to appear before the learned Arbitrator on date, time and place to be fixed by the Arbitrator at his convenience.

10. The Arbitrator shall be paid fee in accordance with the Fourth Schedule of the Act, as amended.

11. The Arbitrator is requested to complete the proceedings as per time limit specified under Section 29-A of the Act.

12. Needless to mention, parties would be at liberty to raise all the claims/defences/counter claims/pleas before the Arbitrator. Any observation made hereinabove will not be binding on the learned Arbitrator.

13. Pending application(s), if any, shall stand disposed of.

14. A request letter along with copy of this order be sent to Mr. Mahendar Singh.

(JAGMOHAN BANSAL)
JUDGE

29.08.2024
Mohit Kumar

Whether speaking/reasoned	Yes/No
Whether reportable	Yes/No